OUR AMERICAN COUSIN IN COURT.

Who is the Owner of the Piece ?

Laura Keene and J. S. Clarke Both Claimants.

The Motion for an Injunction against the Latter.

Interesting Argument in the Superior Court.

DECISION OF JUDGE MONCRIEF.

The Order to Show Cause Bismissed and the Injunction Refused.

Before Hon. Judge Moncrief. LAURA KEENE VERSUS JOHN S. CLARKE AND WIL LIAM STUART.

ed hearing in this case, involving the ownership of the far-famed comedy American Cousin took place yesterday at the chambers of the Superior Court, before James Moncrief. The court room was crowded interested spectators and listeners. The green be transferred from the theatres to the which was illumined by the radiant counte several stars-big and little-in their severa and nearly every department of the dramatic rid, from the manager down to the property man, and at useful individual, "the supe," was repres

nsel, Messrs, Edwin James and Thomas Dunphy ss Laura Keene was not present; and those who came ere with the expectation that that lady would make her appearance in the guise of an ordinary mortal ed of stage trapping and flummery, were comelled to go away disappointed. In the complaint of Miss Keene, which was pub

of this interesting squabble were supplied to the and it is therefore unnecessary to repeat them will be sufficient to state that the litigation ows out of the performance at the Winter Garden tre of Our American Cousin, which the plaintiff her sole and exclusive property.

THE CASE FOR THE DEFENCE. Mr. Edwin James opened the argument on behalf of de clients by briefly stating the circumstances of the e, which are aircady known to the public, and there-e need not be repeated, and then proceeded to read following affidavits as an answer to the complaint of a Laura Keene, published in last Thursday's Herald:—

AFFIDAVIT OF MR. JOHN S. CLARKE.

c of New York, city and county of New York, is.:—
S. Clarke, one of the above named defendants,
duly sworn, deposes and says:—
the has read the complaint of the above named

at the said drama of Our American Cousin was rritten and composed exclusively by Tom Taylor, in and, as alleged in the said complaint, but was the production of the said Tom Taylor and Joshua Sils-an American actor of well known repute, he being, e year 1851 or 1852, at the time the said play was en and composed, in England. at the said drama or play, after it had been written, cast and rehearsed, in or about the year 1852, at the phi theatre, London; and the manuscript of the said and all the interest of the said Tom Taylor as one e authors or composers thereof, was about that time ned and sold by him to Mr. Benjamin Webster, the rietor of the said Adelphi theatre, in London, Eng-

athors or composers thereof, was about that time and sold by him to Mr. Benjamin Webster, the or of the said Adelphi theatre, in London, Engad the said Benjamin Webster became entitled to manuscript or play as actual owner of the said nuscript and copyright thegos? he said Benjamin Webster tid not publicly rehe said play at his theatre in London, but afterpoth the application of the said Joshua Silsbee, and transferred the said drama, manuscript and to the said Joshua Silsbee, who was then in intending to play a part in the said play; and loshua Silsbee paid a valuable consideration to senjamin Webster for the same, and thereupon

all the property and title of the said Benjamin Webster to the said manuscript, drama and copyright became vested in the said Joshus Silebee, and the said Benjamin Webster at the same time delivered to the said Joshus Silebee the original manuscript of the play of Our American Cousin, who brought the same with him to this country, the said Joshus Silebee intending to represent the said play publicly in this country and to play one of the parts therein.

That the said Joshus Silebee died in California in the year 1855, and at the time of his death was the owner and possessed of the said manuscript play and of all rights thereto belonging, and bequeathed the same, with the rest of his personal estate, to his widow, Mrs. Martha Silebee, since intermarried with William Chapman.

That this deponent, in the month of October, 1853, and before the plaintiff in this action commenced the proceedings in the United States Circuit Court for the Eastern district of Pennsylvania, alluded to in this complaint, and before this deponent caused the said play to be publicly represented, for a good and valuable consideration paid by this deponent and William Wheatley, who was then a partner with this deponent in conducting the Arch Street theaire, Philadelphia, granted and gave to this deponent full right and license to play and represent the said drama at any theatre and in any part of the United States; and the eath Martha Silebee then delivered to this deponent and his said partner the original manuscript is now in the possession of this deponent, and which said manuscript is now in the possession of this deponent, and which said manuscript is now in the possession of this deponent, and which said manuscript is now in the possession of this deponent.

That this deponent wholly and emphatically denies that on the 29th of September, 1858, or the 6th of November, 1858, or at any period subsequent to the year 1852, the said from Taylor was the owner or proprietor of the said drama of Our American Cousion, or had any legal right or p

November, 1888, or at any period subsequent to the year 1852, the said Tom Taylor was the owner or preprietor of the said drama of Our American Cousin, or had any legal right or power to assign or transfer the said manuscript or drama with the right to represent the same to the plaintiff or to any other person; but, on the contrary, this deponent states that the said Tom Taylor had absolutely transferred for a good and valuable consideration all his right, title and interest of every kind without reservation, as before mentioned; and that if the said Tom Taylor had make any such assignment or transfer or disposition of the said drama to the plaintiff as alleged in her complaint such transaction was wholly illegal and wold against a pror vendee and his assigns for a valuable consideration.

That this deponent is now acting in the part of Ara Trenchard in the drams of "Our American Cousin" at the Winter Garden theatre, in this city, and that the said play is represented, and all the parts and language of the said original manuscript so purchased by this deponent from the said Martha Silsbee, but that this deponent from the said Martha Silsbee, but that this deponent from the said Martha Silsbee, but that this deponent made manuscript of the said comedy, alleged by the plaintiff to belong to her, from a surreptious source, a alleged in the complaint of the plaintiff or that he has exter by himself or in conjunction with the said Willia Wheatley without the authority, concent or acquier sone of the plaintiff or that he has by can of secretary and informations given the produced of acted the said with certain suggestions hereinafter explained, has been wholly and entirely represented and acted from the manuscript, of which this deponent is sowner, and not from any manuscript or copy of any manuscript to which the plaintiff claims any right or

That Mr. Joseph Jefferson acted the part of Asa Trenchard in the said play of Our American Cousin at the theatre of the plannin, and justly established a great reputation by the performance, by his tast and ability, introduced certain original language of his own when he so represented it, to make the said character in his judgment more attractive, but that such language was not in any way, directly or indirectly, the production of the said Tom Taylor, nor in any way, directly or indirectly, as in the manuscript of the said play, which the plaintiff alloges she purchased from the said Tom Taylor, nor in any way directly or indirectly, as in the manuscript of the said play, which the plaintiff alloges she purchased from the said Tom Taylor, nor in any, way surreptitiously obtained by this deponent; but, on the contrary, the said Mr. Joseph Jefferson, being on terms of intimacy with this deponent after this deponent had purchased the manuscript from the said Martha Silsbee, as aforesaid, communicated the language and business, which were not in any way the property of the plaintiff, nor part of the manuscript so purchased by her. That it is a usual thing among actors who are upon terms of intimacy with each other to communicate additions and improvements, both in the language and business, made by them in enacting plays, to each other for the purpose of adoption and use upon the stage, and this d ponent has himself made communications of the same kind to Mr. Jeseph Jefferson for the same purpose, there being a reciprocal feeling upon such subjects between members of the theatrical profession.

That it is true that the elgintiff applied in the Circuit

That the said plaintiff has never from the date that the said sum of money was paid to the plaintiff, as before mentioned, namely, for the period of six and a half years, during which time the play has been constantly represented and acted as above mentioned, made any claim or asserted any right of ownership or property in the said play, or interfered in any way to prevent the acting and representation thereof.

That at the time of the alleged assignment or sale of the manuscript of the said play, by the said Tom Taylor, to the plaintiff, he was an alien, resident in England.

J. B. CLARKE.

Sworn to before me this 6th day of October, 1865.

ROFF. M. LARE, Notary Public, Now York county.

APPIDAVIT OF MANAGER STUART.

ad Crusty of New York, st. - William Stuatove named defendants, being duly swe

That he has read the complaint of the above named plaintiff, in which she states that she obtained an assignment and transfer on or about the 29th day of September, 1858, of the comedy or dramatic composition called at various times Our Cousin from the Backwoods, Our Cousin from the Backwoods, Our Cousin and Our American Cousin, and the manuscript thereof, and this deponent says that he has not seen, nor is he acquainted in any way with the said manuscript so assigned by the said Tom Taylor to the plaintiff. But he states, and will be prepared to prove on the trial of this case, that the said drama of Our American Cousin during the last five years has been played and represented at various theatres in many of the large cities of the United States, and among others in Philadelphia, Baltimore, Washington and Boston, without any interference or any assertion on the part of the plaintiff of any right or property in the said drama. This deponent further states that he has read a paragraph in the affidavit made by William F. Brough, which states "That the said defendant, Stuart, is wholly insolvent, as deponent is informed and believes," and this deponent says that such statement by the said William F. Brough is false and untrue; and that he has ample means to satisfy and discharge any claim which the plaintiff can isgally establish against him.

Sworn to before the this 6th day of October, 1865.

ROBE. M. LAKE, Notary Public, New York county.

AFFIDAVIT OF MANAGER WHEATLEY.

State of New York, City and County of New York, 12.—
William Wheatley, lessee and manager of Niblo's Garden, deposes that he was lessee with Mr. John S. Clarke of the Arch Street theatre, Philadelphia, in the fall of the year 1858, the period at which Our American Cousin was produced, there, and Miss Laura Keene applied for an injunction to restrain the performance thereof.

That the copy from which said play was performed by this deponent and the defendant, John S. Clarke, was purchased by him and said John S. Clarke from Mrs. Silsbee, the widow of Joshua Silsbee, the celebrated representative of Yankee characters, who he believee to have been joint author with Tom Taylor of said piece of Our American Cousin, and to have contributed most of the elements of its success.

After reading these affidavits and making running

comments thereon, Mr. James submitted the following reasons why the injunction should not be granted:—

Fore:—The plaintiff has not established her title to the ownership of the play, the defendants assert a prior title, and this issue should be tried by a jury before the injunction should be granted. The right of the plaintiff is only supported by her own complaint, and contradicted by the affidavits of the defendants and others.

Second—Any injury alleged to be sustained by the plaintiff is susceptible of pecuniary compensation, and upon this principle the injunction should not be granted. Third—The defendants are prepared to try an issue as to the right to the property in the play.

Fourth—The defendants show clearly by their affidavits that the plaintiff in 1859, sanctioned and authorized the performance by the defendants of the play.

Fifth—The defendants show clearly by their affidavits that since that arrangement the defendants have acted the play constantly in various cities of the United States for above five years, and in order to sustain an injunction for an irreparable injury plaintiff ought not to be guilty of any lacks.

Sixth—This action being brought in a State court, the

for an irreparable injury plaintiff ought not to be guilty of any lackes.

Sixth—This action being brought in a State court, the plaintiff can only claim either as author or assignee of the author, and must have the exclusive right of the property in the play. This it is clear she has not; for the affidavits show that the play has been acted constantly in England, under leave and license from the author under whom she claims.

Seventh—Under the law of this State the author is only entitled to an injunction to restrain the publication of his works or plays. After publication his remedy is under the Copyright act of the United States.

Eighth—In the United States an author has no exclusive property in a published work except under some act of Congress; it does not exist at common law.

Ninh—In this case there has been publication by the play being represented and publicly acted in the United States for more than five years before the application for this injunction. The remedy of the plaintiff, therefore, if any, exists not at common law, but solely under the Copyright statutes passed by Congress.

Texh—The plaintiff having no right at common law, from not having the exclusive property in the play, and applying for this injunction after publication for five years, her remedy is under the acts of Congress alone, and she has no common law right which she can enforce in a State court, and this court, therefore, has no jurisdiction in the premises. No injunction, therefore, should be granted.

Eleventh—The plaintiff having applied for an injunc-

Begranted. The plannish having applied for an injunction against the defendant, Clarke, in the Circuit Court of the United States for the Eastern district of Pennsylvania, and that court having decreed that the defendants were, for a pecuniary compensation, to have a license, under her hand and seat, to authorize and enable them to represent the said play for the future, without restriction or limitation, and the defendants having in compliance with such decree paid to the plaintiff the sum of \$500, which was accepted by her, such decree and its terms are binding forever upon the plaintiff.

ABGUMENT FOR THE PLAINTIFF.

ARGUMENT FOR THE PLAINTIFF. Mr. Hooth, who appeared for Miss Keene, in connection with Mr. John B. Macgregor, followed Mr. James jn a very learned and able argument. He asked for the injunction, he said, on the very affidavits read by the defendants' counsel. By those affidavits he contended that it appeared that the play now sought to be performed by the defendants was the identical one which had been performed in Philadelphia, and which they claimed to have purchased from Mrs. Silsbee. No new facts were set up in the answer different from those that had come

up and been passed upon in the actions instituted in the up and been passed upon in the actions instituted in the city of Philadelphia, and the defendants were now endeavoring to establish before the Superior Court of New York their title to a play the ownership of which had already been declared in a legal form by the courts in Philadelphia. He claimed that the whole matter was a res adjudicate.

The Court remarked that there was a difference in the cases as brought at in Philadelphia and New York. In

under such circumstances no injunction should be granted.

Mr. Booth explained that the question of ownership had been passed upon in the legal proceedings at Philadelphia.

The Court said nothing of that kind appeared in the morning papers, and the case could only be tried on the affidavits before the court.

Mr. Booth contended that he could read the opinion of Judge Cadwallader, of Pennsylvania, and the decree of the court at that time as matters of legal record, which might be presented and be entitled to the same weight as affidavits.

which the plantiff labored was that in the former proceedings the evidence was before the Court. Here there was nothing of the kind. The defendants claim that the play it the joint ownership of Resers. Taylor and Ellebee, and the parties are different. The decree is not against the same parties. The application of the plaintiff is based on the sole proprietorship of literary property. That fact is denied by the defendants. The universal rule is that when the title to property is disputed no injunction can be granted, and where an injunction has been granted it must be discoved. He was therefore of the opinion, under all the circumstances, that the order to show cause should be discharged and the application for an injunction refused, without prejudice, however, to the plaintiff moving hereafter on other affidavits.

Mr. Booth hoped the Court would allow the motion to stand over, in order to afford him an opportunity to include the material facts in the Philadelphia legal proceedings in an affidavit.

Mr. James had no objection to the Court reading the elaborate opinion of Judge Cadwallader, which was most instructive and interesting, commencing almost as far back as the flood; but he trusted that his Honor would pronounce an immediate decision in this case. There is no pretence for this application. He did not believe that it emanated from the lady whose name is used. No claim was ever made upon Mr. Stuart before a card, purporting to be written by her, appeared in the Niew York Herallo. Mr. Stuart, as all who know him will admit, would have treated any application by Miss Keene with courtesy and liberality. No, a coarse, malignant, vulgar libel has been printed and circulated under the name of John Lutz, said to be the husband of this lady, attacking with cruel and cowardly allusions to an event which has clouded all his life and cast a gloom over his spirit, which nothing but the generous sympathy of the public can ever dispel or allevitate—attacking Edwin Booth, a gentleman who has no interest or concern or

JOHN S. LUTZ TO J. S. CLARKE, OF WINTER GAR-

J. S. CLARKE:

Sin—I perceive by the Herald of this day that you have underlined to play Our American Cousin at the Winter Garden. It is the property of Laura Keene, which you are fully aware of. She has refused to sell the play to be performed in New York city, as it was her determination at some future day to produce it herself in New York.

the play to be performed in New York city, as it was her determination at some future day to produce it herself in New York.

In a speech you made recently at the Winter Garden you said you had endeavored to fulfil the duties of a "good citizen." Allow me to say you have a had way of showing it, if you steal the property of a woman, which is not far from shooting a man behind his back, and I believe I would as soon do one as the other. You and your partner, Ned Booth, may think if right to de either. As he is associated with you in the Winter Garden I take it for granted you have consulted him before you would use the property of another. I shall advise Laura Keene to bring suit against you and Booth, and at the same time publish you for having stolen her property. This is all a woman can do. I am a man and can defend myself in a manly manner.

JOHN S. LUTZ, Metropolitan Hotel, New York.

be performed this evening at your theatre (winter Garden).

Miss Laura Keene, as the owner of the play, instructs us to notify you that any performance of it without her consent will be an infringement of her rights in regard to it; and that we are further instructed to commence legal proceedings for any such infringement. Yours, &c., BERRIEN & MACGREGOR, Attorneys, &c., 338 Broome street, New York.

METROPOLITAN HOTEL, NEW YORK, Oct. 2, 1865.

W. STUART, Esq.—Sis.—I presume you received notice from the lawyers Berrien & Macgregor, corner of Broome street and Bowery, that they sent you Saturday.

If not, I notify you that you will be held responsible, as well as Clarke and Booth, by yours, JOHN S. LUTZ.

N. B.—I can be found at the office of Berries. &

June to show cause and the special the order to show cause and the special or junction.

The spectators immediately withdrew, followed soon after by the counsel and the parties to the action. It is understood that further efforts will be made by Miss Keene's friends to vindicate her right and claim to Our American Cousin.

THE FENIANS.

Facts About the Fenians, by One Who Knows Them.

Under this heading the Liverpool Journal publishes the following statements:—

The Fenians are the topic of the day. They monopolize the attention of the London editors, and are the particular pets of the papers. Irish correspondents shroud them in moonlight mystery, and would lead one to believe they are a species of invisible green conspirators. Some people call them fools, some designate them madmen, and a great many believe there is some method in their madness. Some doubt their existence altogether, some believe in them, and can give a rehearsal of some misadventure in the moonphine to sustain the story of their credulity. Every dog has his day, and the Fenians are certainly having their full share of the daylight. Who or what are they?

ORIGIN.

ORIGIN.

The Fenian Brotherhood, we are told, is an entirely Irish-American organization. It is no new institution, for it has been in existence for the past eight years. Its founders were two of the Irish exiles of 1848, Colonel John O'Mahony and Michael Doheny, the latter one of the most talented and dangerous members of the Young Ireland party and a fervent admirer of John Mitchel. In conjunction with them was the late General Corcoran, of the United States Army.

Ireland party and a fervent admirer of John Mitchel. In conjunction with them was the late General Corcoran, of the United States Army.

THE FOUNDER.

O'Mahony was totally unconnected with the Young Ireland inovement till the year 1848. He is the present representative of one of the oldest and most respected families in Munster, possessing large estates in the county of Tipperary, and at the time of Mr. Smith O'Brien's fazzo was a mere youth. Youth as he was, however, he had influence enough to gather around him about fifteen hundred of the peasantry, who encamped on the Tipperary hills, and maintained their position for three weeks, till, being completely surrounded by the military, the futility of further resistance became apparent, and they quietly dispersed. O'Mahony and some of his friends, among them a youth named Savage, who has since made himself known as an Irish-American Miterature, made their escape to France, where, 'tis said, the plans for the future revolutionary organization were formed. After some years' residence in France O'Mahony migrated to America, where, in conjunction with Corcoran and Doheny, he set the Fenian Brotherhood affort in its carly days the Fenian Brotherhood affort in its carly days the Fenian Brotherhood afford much from its present form of existence. It was at first a semi-secret association; its meetings were secret, and though its chief officers were publicly known as such, the operations of the brotherhood were hidden from the public view. Originally numbering perhaps a score of members, it progressed so rapidly among the Irish population in America that in a few short years it numbered zores of thougands, ranking as its members among Irishmen of position and influence. The Irish are certainly good haters, and would have charmed the heart of Dr. Johnson. They, hate the English in Ireland, and do not learn the art of loving them abroad. To this detestation of everything English the Fenian organization wees the number and influence it has attained under the guidance of Colo

The brotherhood had its assailants. A portion of the Catholic clergy of America at first opposed its operations; some were its virulent denouncers, while some ardenly espoused its cause. But in America it is notorious that clergy of whatever denomination have little or no political influence with their congregations. CHANGE OF BASE.

CHANGE OF BASE.

Three years age the Fenian organization assumed a new character. A grand national convention of delegates from the various branches of the brotherhood was called and met at Chicago. The delegates assembled to the number of two hundred or thereabouts; they reformed the constitution of the erganization and boldly avowed its purpose and the means relied upon for its attainment.

The objection which was urged by the clerical opponents of the movement was removed, and the brotherhood became thenceforth an open organization. The members were endowed with power to elect their officers, the head centreship tuself, was declared an elective office, the organization was divided into States, each State of the Union having its chief centre, who is called State Centre, and means were taken to assure the furtherance of their, one object. Since that time the Fenian movement has spread more rapidly than before, and it is now, perhaps, saying much less than the fact to state its numbers at not less than three hundred thousand members. Each member pays a dollar as his entrance for and subacribes, in a great many instances, the

THE CINCINNATI CONVE

leasing axiom that to affect an Irish revolution a grand military pre-organization is absolutely necessary—that a disciplined soldiery, led by experienced officers, are a size gas son, and that, in short, to destroy English deminion in Ireland, a desperate struggle must be encountered. Powder, shot and shell, rifes and cannon, are foremost in the Fenian litany. Accordingly at every meeting of the brotherhood, the necessity of supplying these indispensables to the revolutionary element in Ireland is earnestly impressed upon the brethren. Money and war material are freely subscribed, and so great is the ardor manifested in this portion of the Fenian programme that in two months from its foundation the Fenian sisterhood alone returned upwards of £200,000 sterling to the Fenian oxchequer for the purpose of supplying arms. State organizers visit each branch regularly, lecturing and acquiring funds for the same purpose. Monster picnies, fancy fairs, balls, concerts and fetes are constantly being held in each State of the Union, the proceeds of which are avowedly for revolutionary purposes. Nor do they confine their operations to the mere supplying of arms. A fleet of privateers is one of the possibilities of their philosophy. They acknowledge the superiority of England on the seas, and deem it necessary to meet her on her favorite element. They even aspire to the dignity of iron-clads. Not very long ago the Head Centre of their organization proclaimed an expectation, in which he feels assured there is little chance of his being

MYSTERIOUS CHARACTER OF THE ORGANIZATION IN

PENIANISM A SERIOUS PACT AFTER ALL s easy enough to see the ridiculous side of al

It is easy enough to see the reflexious side of all these known details of Irish conspiracy, but it exists as a serious face for all that. What it may become, how it will end, who can tell?

Who Were the Peniams?

Irish tradition says that the Fenians were an ancient militia or standing army, employed only on home service for protecting the coasts from invasion. Each of the four provinces, says the tradition, had its band; that of Leinster, to which Fionn and his family belonged, being called the Clanna Baoisgne. This militia is said to have been paid by the king, billeted on the people in the winter, but to have lived in the summer by the chase; and these are supposed to have been the qualifications of a Fenian.—Every soldier was required to swear: that, without regard to her fortune, he would choose a wife for her virtue, her courtesy and her good manners; that he would never offer violence to a woman; that as far as he could he would relieve the poor; and that he would not refuse to fight nine men of any other nation. No person could be received into the service unless his father and mother, and all his relatives, gave security that none of them should revenge his death upon the person who might slay him, but that they would leave the matter to his fellow soldiers. The youth himself must be well acquainted with the twelve books of poetry, and be able to compose verses. He must be a perfect master of defence; to prove this he was placed in a field of sedge reaching up to his knees, having it his hands a larget and a hazel stick as long as a man's arm. Nine experienced soldiers, from a distance of nine ridges of land, were to hurt their spears at him at once; if he was unburt he was admitted, but if wounded he was sent of with a reproach. He must also run well and defend himself when his province, as too sing slab of once and the king of human shall, and they have a subject of the fenial server. The was a subject of the server of the server of the server of the subject of the server of the server of the server

Fenian Movements in Liverpool.

[Liverpool correspondence of the London Post, Sept. 23.]

Agitation is still rife in Liverpool in spite of the vigilance of the police, and both drills and meetings for discussion are conducted with comparative freedom. During the present week a numerous meeting has been held. It was attended not alone by men of the lower ranks, but by some persons of considerable means. At this meeting resolutions were adopted to support the Fenian objects and organization, both by money and also by physical aid if necessary. The question was also discussed of the purchase of vessels and the formation of an armament for privateering purposes; and the idea of preying upon British commerce at sea appeared to be keenly relished. A resolution to carry out an object of

Fenians in Massachusetts. The Chicago Tribune estimates the number of Fen in Boston at three hundred, which proves that the windows little about the Order, whose whole strengt this country he says is only about ten thousand. Thare in thus city alone nearly three thousand, and we the more than ten thousand in Massachusetts.

SHIPPING NEWS.

Port of New York, October 7, 1865.

Steamship Etna (Br), McGuigan, Liverpool via Queens lown—J G Dale.

Steamship Britannia (Br.), Campbell, Glasgow—F Macdotald & Co.

Steamship Liberty, Wilson, Havana—Hargous & Co.

Steamship Gen Sherman, Pendleton, Gaiveston—J V

Steamship Euterpe, Emrugo, in, Fox & Co. Steamship Carolina. Phillips. Beaufort, NC-Murray

A Palmore, teamship Hatteras, Parrish, Norfolk, City Point and hmond—Livingston, Fox & Co. teamship Kingfaber, Fish, Baltimore—J B Smull. teamship Carroll, Leannan, Baltimore—C W Perveil. teamship Franconia, Sherwood, Portland—H B Urom-La Co.

hip Wyandotte, Clark, Boston-Whitney & Hatha p Ellen Austin, French, Liverpool. p Panama, Hanson, Galveston—Henning k M W Brett, Thurlow, St Pierre, Mari-

ing.

Brig Village Belle (Br), Case, Halifax—D R Dewolf & Co.

Brig Hydra, Harriman, Boston—Walsh & Carver.

Schr Georgians (Br), Foster, Nassau—J C Rahming.

Schr Meteor (Br), Dunscomb, Bermuda—McColl & Frith.

Schr Richard Hill, Hulse, Key West and Tampa E McCready & Co. Schr Hermann, Wallace, Bayport, Fla—E Faber. Schr Eik, Allen, Port Royal—S W Lewis & Co. Schr Rainbow, Horton, Beaufort—Thomas & Hoin Schr M E Turner, Camp. Petersburg—C H Piersor Schr Marths, Josep. Portsmoul., Va—J W McKe. Schr E J Duncan, Carter, Hog Island, Va—Munr

Schr Granite State, Hallett, Boston—SW Lewis & Co. Schr Whistler, Presby, Taunton. Schr Laura Frances, Higgins, Fall River—W 8 Brown

Co.
Schr C St John, DeHart, New Haven.
Schr Bellona, Ballimer, Bridgeport—H S Rackett & Son.
Sloop P Ward, Martin, Norfolk, Va.
Sloop Oregon, Rhodes, Providence—G N Stranahan.
Sloop R Smith, Lucas, Providence—G N Stranahan.
Sleamer G H Stout, Borden, Washington,
Steamer J R Thompson, McKaig, Baltimore.
Steamer Pierrepont, Shropshire, Baltimore.

ARRIVED.

Steamship Thos A Scott (U S transport), DeHart, Dry Tortugas, 11 days, via Key West and Port Royal, with troops, to U S Quartermaster. Sth inst, north of Hatteras, machinery became disordered, obliging ship to lay to for six hours; 6th, during a strong blow from N to NNW, put into Delaware Breakwaler. during a strong blow from N to NNW, put into Delaware Break water.

Steamship Falcon, Aldrich, Baltimore, 38 hours, with mdse, to J B Smul.

Steamship Falcon, Aldrich, Baltimore, 38 hours, with mdse, to J B Smul.

Guilla, Colefield, of and from Liverpool, 44 days, with coll, re Williams & Guim. Oct. 2, lat 40, 58, lon 66 54, spoke ship Albacore, Bry, from Barbados for Liverpool.

Bark Towatore, Carver, Zara, 25 days, with molasses, to J E Ward & Co. Sept 23, fell in with schr Josepha, of Kings, ton, Ja, from Grand Cayman for New York, in a sinking condition, having three feet water in the bold; took off the captain and crew, and brought them to this port.

Brig Fashion, Larkins, Aux Cayes, 18 days, with logwood and coffee, to Brett, Son & Co.

Brig G F Peniston, McCulloch, Turks Islands, 16 days, with sall, to G P Peniston, McCulloch, Turks Island. Bahamas, 15 days, with salt and wool, to Woodruff & Robinson. Is bound to New Haven.

Brig Koodoo (Br), Burford, Glace Bay, 14 days, with coal, to Mc E Greene & Currie.

Behr Louisa (Br), Wood, Lingan, 11 days, with coal, to Miller & Houghton.

Sehr Mary Kelly, Reid, Lingan, 12 days, with coal, to master.

Schr Advance (Br), Dickson, Halifax, 8 days, with fish and

Schr B Ö'Scribner, Burgess, Glace Bay, 9 days, with coal, to master.
Schr Advance (Br), Dickson, Halifax, 8 days, with fish and oil, to D R Dewoif & Co.
Schr Gen Peavey, Fanning, Easiport, 4 days.
Schr Agenaris, Murch, Franklin, 3 days.
Schr Montezuma, Neill, Bangor, 5 days.
Schr Montezuma, Neill, Bangor, 5 days.
Schr Gertrude Horton, Jameson, Rockland.
Schr Corinna M, Jones, Gloucester,
Schr A S Salter, Baker, Nantucket.
Schr Abion, Smith, Warcham.
Schr Ellen Barnes, Clifford, Warcham for Albany.
Schr Copy, Wheeler, Providence.
Schr Burprise, Kelley, Providence.
Schr Burprise, Kelley, Providence.
Schr Henry Clay, Hammond, New Haven.
Schr Josephine, Ball, Providence for Rondout.
Schr Josephine, Ball, Providence for Rondout.
Schr Village Queen, Satterly, Bridgeport, Conn., for Washsgion.

Schr J S Curtiss, Fox, Albany for Hartford. Sloop E Sprague, Gibbs, Wareham. Nicop E Sprague, Gibbs. Wareham.

EAILED.

Steamships New York (Brem), Britannia, Corsica, Liberty,
Etna, Virginia, Linda, Quaker City, Gen Sherman, Gov
Marrin, Rapidan, Et Cid, Morning Star, Star of the Union,
America, Raleigh, Chase, Euterpe.

STEAMER THOMAS COLTER, at Richmond 4th inst from Norfolk, reports an unknown bark ashere on Point of Shoals. Shoals.

Schr Elizabeth, Hodgkins, from Baltimore for Mobile, put into Key West, no date, with loss of boat and deck load. Would proceed in a few days.

Schr C M Newins, Learning, from New York for Charleston, is ashore on Body Island, NC.

SCHEC M NAWINS, Learning from New York for Charleston, is above on Body Jaland, NC.

Launchern—At Westbrook, Me, 4th Inst, from Russell's yard, a splendid bark of 452 tons, called the Ada G York. She is owned in Portland by George & Hunt, J S Winslow, and others, and is to be commanded by Capt York.

Also, at the same the commanded by Capt York.

Also, at the same the Stone, called the Clara M Goodridge, owned by the brigg of Stone, called the Clara M Goodridge, owned by the brigg of Stone, called the Clara M Goodridge, owned by the bright Stone, called the Clara M Goodridge, owned by the bright Stone, called the Clara M Goodridge, owned by the bright Stone, called the Clara M Goodridge, owned by the Stone Ston

tons measurement.

Notice to Mariners.

New Foint confort—vinginia.

Treasury Departments, Office Lighthouse Board, Year State of Confort, north side of entrance Mobjack Bay, and west side of Chesspeake Bay, which wextinguished by the rebeis in the spring of 1801, has been restablished, and will be lighted hereafter every night fro sunset to sunrise.

The tower is built of stone, colored white, and illuminating apparatus is dioptric, showing a fixed white light, which ordinary weather, should be seen at a distance of 13 nautic miles. By order,

W B SHUBRICK, Chairman.

ENGLASE: EAST COAST—CONTON OATWAY LEADING LIGHTS.
Official information has been received at this odice th
with a view of facilitating the navigation through the Cort
Gafway by night, two fixed red lights will be established
or about the 1st day of October next, in the following po

bone.

Sohr S B Howes, Keeny, arrived at New Los
from Cumberland Inlet Sept 11, with 200 bbls w
lbs bone. Reports that the Hudson's Boy fice
rived in the Inlet and whales were plenty.

before.

American Ports.

BOSTON, Oct 6-Cld brig Example (Br), Gillan, via Wiscasset; schra Rescue, Kelley, NYork; Annawards, Ellis, and Laura A Burlingame, Burlingame, L., Bearse, do via Newport, R1; Ann S Brown, Fisk. town, DC; Nicola, Chisolm, hiladelphia, Also eld Gull, Shortell, Elmina, WCA, and a market. Sid ban WcNell, Rebecca Goddard: brigs Nonica, America, Edwards and Confl. Rebecca Goddard: brigs Nonica, America, Edwards and Confl. Rebecca Goddard: brigs Nonica, America, Edwards and Confl. Reprise. 7th—Arr steamers Acreus, Nick, Sandy, Rector, New BALTIMORE, Oct 6—Arr steamship Sea Gull, Rector, New York. Cld brigs Centaur, Johnson, Boston; Lillie Day, do; schrs Peerless, Patterson, St Johns, PR; Z Snow, Smith, Roston; U & T Cranmer, Abrams, Brantford, Conn; Katie J Hoyt, Farker, New Haven.

BANGOR, Oct 5—Cld brig Jeorjense (Port), Sequera, St Michaels; seir Hattle Annah, Occult, NYork.

BATH, Oct 5—Arr ship Lilly, Minott, Beaufort, NC, and passed un river. EASTPORT, Oct 3-Arr brig Moses Waring, Br FALL RIVER, Oct 4-Arr schrs Amelia,

NYOrk.

EDGARTOWN. Oct 3—Arr sebra Mary Hall, Polind,
York for Salem; Harriet Brown, de for Cambridgepor
Sawyer Groy, Philadelphia for Boston.
EAST GREENWICH, Oct 6—Arr schr Mexican, McCa FALL RIVER, Oct 4—Arr schrs Amelia, Beebe, and Richard Borden, Borden, Philadelphia.

6th—Arr schrs F H Haird, Godfrey, Philapelphia; H B Bascom, Godfrey, do. Sid schrs J Predmore, Scavey; Warren, Davis, and Cornella, Webber, Philadelphia; sloops I H Borden, Lockwood, and Naugatuck, Davis, NYors.

6th—Arr schrs Enoch Pratt, Baker, Georgetown, DC; Tut-tle. Davis, Patchague, Li.

GARDINER, Sept 29—Arr schr Mary Shields, Marson, NYork, Sid 22th, bark Gan Eden, Reed, Mobile; Oct I, schrs Two Brothers, Miller, Georgetown; Mary Shields, Marson, NYo-K.

GLOUCESTER, Oct 2—Arr schrs Star, Ham, NYork for Portland; Northern Light, Buckmaster, NYork; 5th, Fred Sheerer, Simmons, Elizabethport; Leonessa, Cotch, Philadelphia.

delphia.

HOLMES HOLE, Oct 5, PM—Arr schrs Wm Paxon, Hewitt, and Adele Trudell, Timmons, Philadelphia for Boston. Sld brig AF Larrabe.

3th—Arr brig Harp. Arey, Bangor for NYork; schrs Charlotte Flah, Strong, and S B Wheeler, McLaughlin, Philadelphia for Boston; Jeddie, Roberts, Baltimore for do; A J-Weers (Br.), Guilliot, NYork for St John, NB, KEY WEST, no date—Put in, schr Elizabeth, Hodgkins, Boston for Mobile (see Miscel).

MOBILE, Sept 27—Arr ship Eliza (Br.), Nickerson, Boston, Cld ship Bhine (Br.), Lanceman, Liverpool; bark W E Anderson, Pierce, NYork, 28th—Arr schambip Oulf City, NYork; ships E C Scranton, Williams, and Roger A Heirn (Br.), Somerville, do. Cld steamsing Flag, Brown, NYork; ship Lydia Skolfield, Skolfield, Apalachicola; brig Aquidinek, Bigley, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, WYSTIC, Conn, Oct 6—Sid schr Agnes (new), Tribble, Philadephia; shoop Minnie, Appleman, Key West.

NORFOLK, Oct 4—Arr schr Gen Sheridan, Buell NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld steamship City of Purt au Frince, Curtia, NYork, Cld schr Amelia, Ellews, Providence.

NEWPORT, Cod. 3—Arr schra Justina, Gregory, Rockland for Pretersburg, Va; James Parker, Sr, Kelley, Pawtucket for Philadelphia (and both sid). Sid steamer Wandotte, Clark, Boston for NYork; brig Frontter, Littlefield, Georgetown, Christon (and Nary Kelley (Br), Reed, Lingan, CB, for NYork; Fanny Elder, Shea, and Richmond, Dorr, Providence for Fanny Elder, Shea, and Richmond, Dorr, Providence for

eavy ana.
PORTLAND, Oct 5—Cld schr Wm Flint, Howard, NYork, Th.—Arr bark Winslow, Nichols, Philadelphia. Cld brigs Ella Maria, Daily, Havana; Mazatlan, Leland, Caribbeau 7th—Arr bark Winslow, Nichols, Philadeiphia, Cid Brigs, Ella Maria, Daily, Havana; Mazadian, Leland, Caribbeau Sea.

PROVIDENCE, Oct 6—Arr schrs Neille Brown, Higgins, Georgetown, DC; Minnesota, Phinney, Philadelphia for Pawticket, Below bark Manitou, North, from Baltimore; brig Frontier, Littlefield, from Georgetown, DC; schr Spray, Clock, Trenton, NJ. Cid schr Sea Nymph, Conley, Baltimore, Sld brigs Bell Barnard, Cook, Philadelphia; Delmont, Locke, Veazle, do; schrs Jacob Birdsail, Hazleton, Georgetown, DC; Mennento, Birdsail, and Lucinda A Bayles, Bayles, do; Revenue Gandy; Franklin Bell, Hazleton, Georgetown, DC; Mennento, Birdsail, and Lucinda A Bayles, Bayles, do; Revenue Gandy; Franklin Bell, Brewster; John Grockford, Jonea, and Charles E. Lawrence, Stannard, Philadelphia; Empire, Capron, NYork; Panthea, Rackett; S. T. Wines, Hulse; Alpine, Pressey, and James H Deputy, Sturges, do; sloops Deception, Mills, Elizabetaport; Thos-Hukl, Huil, NYork.

PAWTUCKET, Oct 6—Sid schrs Harriet Maria, Chase, and R L Crook, Light, Nyork.

RICHMOND, Oct 5—Arr brig Abbott, Gregory, Portland; schrs Susannah; Hall, Charleston.

SAN FRANCISCO, Oct 5—Arr brig Woodland (Br.), Mankin, Remedios, Cuba; 6tb, steamer California, Bayley, New York.

SALEM Oct 5—Arr schrs Ocean Rancer, Poland, Philadel-

Ork. Oct 5-Arr schre Ocean Ranger, Poland, Philadel-hiar, Lady Suffolk, Pendleton, Banger for Nyork. SOMERCET, Oct 4-Arr schr John Slusman, Banks, Bergetown, DC. WILMINGTON, NC, Oct 3-Arr schr Wm Hone, Ander-on, Nyork.

MISCELLANEOUS.

A MEDICAL WONDER.

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RELIEPED IN A FEW MINUTES
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Pain instantly removed; all acute, inflammatory, malarious or infectious diseases prevented and exterminated,
The weak, feeble and nervous restored to strength, vigor and
sound health by the use of RADWAY'S READY RELIEF.
One bottle will do more good, cure more complaints and keep
the stomach more clear and healthy than ten dollars apont
for all other medicines or bitters in use.
One application externally or a few drops taken internally
will instantly free the sufferer from the most violent and
terrible pains, and restore the weak feeble and prostrated
frame to strength and vigor.
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Looseness, diarrhose, cholera morbus or painful discharges
from the bowels are stopped in fifteen or twenty min also by
hking Radway's Ready Relief. No congestion or injammation, so wakness or leastude will follow the use of the R.
R. Relief.

tion, no wakkness of lassitude will follow the use of 198 k. R. Relief.

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For headache, whether sick or nervous; rheumatism, lumbage, pains and weakness in the back, spine or kidneys, pains around the liver, pieurisy, swellings of the joints, pains in the bowels, hearitum and pains of all kinds, Radway's Ready Relief will afford immediate case, and its continued use for a few days offect a permanent care.

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